

# ***BELLSOUTH® / CLEC Agreement***

***Customer Name: Birch Telecom of the South, Inc.***

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**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**  
**Birch Telecom of the South, Inc.**

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Birch Telecom of the South, Inc. ("Birch"), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection agreement filed and approved pursuant to 47 U.S.C. § 252; and

**WHEREAS**, Birch has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and AT&T Communications of the Southern States, LLC dated March 14, 2006 for the state of South Carolina.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Birch and BellSouth hereby agree as follows:

1. Birch and BellSouth shall adopt in its entirety the AT&T Communications of the Southern States, LLC Interconnection Agreement dated March 14, 2006 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The AT&T Communications of the Southern States, LLC Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	5
Exhibit 1 Cover Page	1
AT&T Communications of the Southern States, LLC Interconnection Agreement	395
Amendment dated 04/05/06	4
Amendment dated 04/20/06	13
TOTAL	418

2. In the event that Birch consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Birch under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the AT&T Communications of the Southern States, LLC Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the AT&T Communications of the Southern States, LLC Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. Birch shall accept and incorporate any amendments to the AT&T Communications of the Southern States, LLC Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

Birch Telecom of the South, Inc.

Chris Bunce  
Assistant General Counsel  
2300 Main Street, Suite 600  
Kansas City, Missouri 64108-2415  
e-mail: [CBunce@birch.com](mailto:CBunce@birch.com)

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 7/10/06

Birch Telecom of the South, Inc.

By: T.J. Sauder

Name: T.J. Sauder

Title: Director of Finance

Date: 07/05/06

AT&T Communications of the Southern States, LLC  
Interconnection Agreement  
South Carolina